

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maxfield Candy Company		06/26/2013	CORPORATION: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	International Confections Company, LLC
<b>Doing Business As:</b>	
<b>Street Address:</b>	1855 East 17th Avenue
<b>City:</b>	Columbus
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	43219
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1436377	MAXFIELD'S ALL AMERICAN SELECTED CHOCOLA
Registration Number:	1470621	SQUARE HEART BOX
Registration Number:	1968200	ALL AMERICAN
Registration Number:	2058089	HEARTLAND
Registration Number:	2062014	HEARTLAND CHOCOLATES
Registration Number:	2169362	MAXFIELD'S
Registration Number:	3243931	MINT SANDWICH
Registration Number:	3920750	COOKIE DOUGH DELIGHTS
Serial Number:	77868657	ON THE GO COOKIE DOUGH
Serial Number:	85179535	CHOCOLATE COTTAGE
Serial Number:	77868650	PINCH IT, SQUEEZE IT, SNEAK IT, YOU DON'
Serial Number:	85202782	CHOCOLATE VILLAGE

**CORRESPONDENCE DATA**

**900268765**

**TRADEMARK  
 REEL: 005130 FRAME: 0887**

**OP \$315.00 1436377**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 614-610-4171  
Email: jordan@mallorylawoffice.com  
Correspondent Name: Jordan C Butler  
Address Line 1: 720 East Broad Street, Suite 202  
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Jordan Charles Butler
Signature:	/Jordan Charles Butler/
Date:	10/07/2013

Total Attachments: 4  
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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), dated as of May 22, 2013 (the "Effective Date"), is made by and between Maxfield Candy Company, a Utah corporation ("Seller"), and International Confections Company, LLC, an Ohio limited liability company ("Purchaser"). Purchaser and Seller each may be referred to herein as a "Party", and collectively as the "Parties".

### RECITALS

A. Seller and Purchaser have entered into that certain Asset Purchase Agreement dated as of the Effective Date (as may be amended from time to time, the "APA"), pursuant to which, among other things, Seller has agreed to sell, convey, assign, transfer and deliver, or cause the sale, conveyance, assignment, transfer and delivery of, all the Assets to Purchaser.

B. Capitalized terms used herein without definition shall have the meanings given to them in the APA.

B. The Parties now desire to carry out the intent and purpose of the APA by the Parties' execution and delivery of this Agreement evidencing the (i) assignment, conveyance, transfer and delivery of the Assets of Seller, and (ii) assumption by Purchaser of all Liabilities of the Business for goods and services to be provided and obligations to be performed after the Closing under the Contracts, other than payables of the Business outstanding as of the Effective Date.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### AGREEMENT

1. Sale and Assignment. Subject to the terms and conditions of the APA, Seller hereby irrevocably sells, transfers, conveys, grants, assigns, transfers, sets over and delivers to Purchaser all of its right, title and interest in and to the Assets.
2. Assumption. Subject to the terms and conditions of the APA, Purchaser hereby agrees to assume and pay, discharge and perform, as and when due, all Liabilities of the Business for goods and services to be provided and obligations to be performed after the Closing under the Contracts, other than payables of the Business outstanding as of the Effective Date.
3. Effective Time. This Agreement shall be deemed effective for all purposes at 10:00 a.m., Central Standard Time, on the Closing Date.
4. Relationship with the APA. This Agreement is governed by and subject to all of the representations, warranties, covenants, indemnities, and other terms and conditions of the APA, the terms of which are hereby incorporated into this Agreement. In the event that any

provision of this Agreement is construed to conflict with a provision of the APA, the provision of the APA shall be deemed controlling.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.
6. Further Assurances. Each Party agrees to execute all documents necessary to carry out the purpose of this Agreement and to cooperate with each other for the expeditious filing of any and all documents and the fulfillment of the terms of this Agreement.
7. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to its conflicts of laws provisions.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

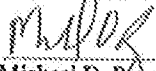
(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the Effective Date.

MAXFIELD CANDY COMPANY

By:   
Name: Rich Harris  
Title: PRESIDENT

INTERNATIONAL CONFECTIONS COMPANY, LLC

By:   
Name: Michael D. Ryan  
Title: PRESIDENT & CEO  
Michael D. Ryan, President & CEO

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of April 2, 2013 (the "Execution Date") by and between Maxfield Candy Company, a Utah corporation (hereinafter referred to as "Seller"), and International Confections Company, LLC, an Ohio limited liability company ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is engaged in the manufacture, marketing, and sale of confections (the "Business"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain assets identified herein used in the Business upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound hereby, agree as follows:

### SECTION 1. SALE AND PURCHASE OF ASSETS

1.1. Sale and Purchase. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as defined in Section 10.1 hereof), Seller shall sell, assign, transfer, convey, and deliver to Purchaser, and Purchaser shall purchase, accept, and acquire from Seller, all of Seller's right, title, and interest in and to the following (collectively, the "Assets"):

(a) Any and all materials, fixtures, furniture, supplies, machinery, equipment, inventory, interests in computer software, , and other items of tangible or personal property used by Seller in connection with the Business, a schedule of which attached to this Agreement as Schedule 1.1;

(b) To the extent transferable, all production sales contracts, operating agreements, choses in action, licenses, permits, security agreements, joint venture agreements, and purchase orders used by or related to the Business (collectively, the "Contracts"), a schedule of which is attached to this Agreement as Schedule 1.1;

(c) To the extent transferable, all franchises, trade names, trademarks, lic approvals, permits, licenses, qualifications, orders, registrations, certificates, variances, and similar rights obtained from governmental and regulatory authorities and any pending applications therefor related to the Business (collectively, the "Marks"), a schedule of which is attached to this Agreement as Schedule 1.1; and